

Exhibit R

AMERICAN
ARBITRATION
ASSOCIATION®INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

August 11, 2023

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Case Number: 01-23-0003-2419

Individual Claimants

-vs-

Warner Media Direct, LLC d/b/a HBO Max

Dear Counsel:

The American Arbitration Association (AAA) acknowledges receipt on July 18, 2023 of 1,030 individual consumer demands for arbitration filed against WarnerMedia Direct, LLC d/b/a HBO Max (hereinafter referred to as WarnerMedia). We are also in receipt of correspondence from Mr. Huber dated July 20 and 21, 2023, from Mr. Pak dated July 28, 2023, and from Mr. McTigue dated July 19, 21, 27 and 31, 2023.

In reviewing the materials received from the claimants, we note that the arbitration clause submitted provides for administration by the AAA. A copy of the Terms of Service provided by Claimants is enclosed. For a list of cases, please refer to the emails submitted by counsel for Claimants with copies of the required filing spreadsheets.

Prior to the filing of these arbitrations, WarnerMedia specifically requested that their arbitration clause be removed from the AAA's Consumer Clause Registry. The AAA complied with their request. Per their request, WarnerMedia failed to comply with the AAA's policies regarding consumer claims, as set forth in the Consumer Due Process Protocol (Protocol) and the Consumer Arbitration Rules (Rules), including the Costs of Arbitration, which can be found on our website, www.adr.org.

Due to WarnerMedia's prior non-compliance, in order for the AAA to consider accepting these consumer disputes, as well as disputes going forward, WarnerMedia would need to advise the AAA of its intention to comply with the AAA's Consumer Rules and Protocol and register its arbitration clause naming the AAA with our Consumer Clause Registry (Registry). The Registry is publicly available at www.adr.org/cluseregistry.

In counsel's letters, WarnerMedia states that the current WarnerMedia Terms of Use do not name the AAA as administrator of consumer arbitration disputes and that they have no intention of complying with the AAA's Consumer Rules and Protocol and registering its arbitration clause naming the AAA with our Consumer Clause Registry (Registry). Without determining which version of the Terms of Use apply to these disputes, given WarnerMedia's position that no version of its clause will be registered with the AAA and its prior non-compliance as stated above, we decline to administer these cases and will close our files.

The AAA remains available to administer the parties' arbitrations upon WarnerMedia's compliance with our request to register its arbitration clause or per a court order compelling these matters to arbitration administered by the AAA or in accordance with our rules.

Pursuant to the AAA's current policy, in the normal course of our administration, the AAA may maintain certain electronic case documents in our electronic records system. Such electronic documents may not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 3 months after the date of this letter.

Sincerely,

/s/

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